

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

Okra, LLC and Goldfinger, Inc.,	)	Civil Action No: 2:18-cv-8-MBS
	)	
Plaintiffs,	)	
	)	
vs.	)	<b>NOTICE OF REMOVAL</b>
	)	
Randem, Inc., d/b/a Peach State	)	
Distributing Company, Riley H. Moseley,	)	
III, and Elizabeth Moseley,	)	
	)	
Defendants.	)	

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TO: THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA, CHARLESTON DIVISION:

Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendants Randem, Inc. d/b/a Peach State Distributing Company (“Randem”), Riley H. Moseley, III, and Elizabeth Moseley (“Defendants”) hereby file this Notice of Removal from the Court of Common Pleas, Charleston County, South Carolina, to the United States District Court for the District of South Carolina.

The grounds for removal are as follows:

**NATURE OF THE CASE**

1. The removed case is a civil action initially filed on November 29, 2017 by Plaintiffs Okra, LLC and Goldfinger, Inc. (“Plaintiffs”) in the Court of Common Pleas, Charleston County, South Carolina, styled *Okra, LLC and Goldfinger, Inc. vs Randem, Inc., d/b/a Peach State Distributing Company, Riley H. Mosely, III, and Elizabeth Mosely*, Civil Action No. 2017-CP-10-06109. (The last names of the Defendants Riley H. Moseley, III and Elizabeth Moseley were incorrectly spelled “Mosely” in the State Court Complaint.)

2. Defendants were served with Plaintiffs' Complaint on December 4, 2017. (Exhibit A)

3. Plaintiffs' Complaint asserts two claims, both arising from a commercial contract dispute. In its first cause of action, the Complaint seeks a declaratory judgment regarding the application, validity, and legality of a commercial contract. In the second cause of action, the Complaint seeks damages for an alleged interference with the Plaintiffs' alleged contract with a third party.

### **BASIS FOR FEDERAL JURISDICTION**

4. This Court has jurisdiction over the removed action pursuant to 28 U.S.C. § 1331 (Federal Question), 28 U.S.C. § 1332 (Diversity of Citizenship) and 28 U.S.C. § 1367 (Supplemental Jurisdiction).

### **DIVERSITY OF CITIZENSHIP EXISTS**

5. Upon information and belief, Plaintiffs are, and were at the time of the filing of this action, corporate citizens of South Carolina. *See* Compl. at ¶ 1. Defendants Riley H. Moseley, III and Elizabeth Moseley are domiciled in and therefore citizens of the State of Georgia. *See* Compl. at ¶ 2.

6. Randem, Inc. is a corporation organized and existing under the laws of the State of Georgia with its principal place of business located in the State of Georgia. *See* Compl. at ¶ 2. Randem, Inc. is therefore a citizen of the States of Georgia. *See* 28 U.S.C. § 1332(c)(1) ("a corporation shall be deemed to be a citizen of every State...by which it has been incorporated and of the State where it has its principal place of business...").

7. Accordingly, diversity of citizenship exists.

**THE AMOUNT IN CONTROVERSY EXCEEDS \$75,000**

8. The amount in controversy in this case exceeds \$75,000, exclusive of interest and costs. *See* 28 U.S.C. § 1332(a) (“The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.”).

9. Plaintiffs’ Complaint seeks “an award of actual damages against the Defendants, punitive damages, the cost of bringing this action, and such other relief as this Court may deem reasonable and proper.” *See* Compl., *ad damnum*. Plaintiffs’ Complaint also seeks nonmonetary relief.

10. In their Complaint, Plaintiffs assert that the dispute involves a sale and distribution of “high quality LCD/LED monitors” *See* Compl. at ¶ 6. The contract at issue in this case envisions purchase of those products in large lots, counted by shipping container numbers, rather than individual lots. As stated in Exhibit “B” to Plaintiffs’ Complaint, the Defendant Randem already has suffered the loss of sales in the hundreds of thousands of dollars because of Plaintiff’s breach of the contract, and Plaintiff asserts in its Complaint a similar loss of sales. *See* Compl. at ¶ 12. According to Plaintiffs’ Complaint both the first cause of action and the second cause of action are based upon the alleged illegality and invalidity of the contract at issue, which the Plaintiff asserts to be “illegal under the U.S. Anti-Trust Laws.” *See* Compl. at ¶ 8.

11. The totality of these factors establishes that the amount in controversy exceeds \$75,000, exclusive of interest and costs. Thus, this action may be removed to this Court by the Defendants under 28 U.S.C. § 1441(a) because (i) this matter is a civil action pending within the jurisdiction of the United States District Court for the District of South Carolina; (ii) the action is

between citizens of different states; and (iii) the amount in controversy exceeds \$75,000, exclusive of interest and costs. 28 U.S.C. § 1446(c)(2)

**TIMELINESS OF REMOVAL**

12. Under 28 U.S.C. § 1446(b), this removal is timely. This Notice of Removal is filed within 30 days of December 4, 2017, the date of service of the initial pleading upon all Defendants.

**CONSENT TO REMOVAL**

13. All Defendants join in this removal.

**VENUE IS PROPER**

14. The United States District Court for the District of South Carolina is the proper venue for removal under 28 U.S.C. § 1441(a). *See* 28 U.S.C. § 121(4).

**ATTACHMENT OF ALL STATE PROCESS**

15. As required by 28 U.S.C. § 1446(a), attached as Exhibit A is a copy of all process, pleadings, and orders served upon the Defendants.

**FILING OF REMOVAL PAPERS**

16. Pursuant to 28 U.S.C. § 1446(d), written notice of this removal has been provided simultaneously to Plaintiff and the Court of Common Pleas, Charleston County, South Carolina.

Based upon all of the foregoing, Defendants hereby remove the above-captioned action from the Court of Common Pleas, Charleston County, South Carolina.

***- SIGNATURE BLOCK ON FOLLOWING PAGE-***

Dated: January 2, 2018

Respectfully submitted,

/s/ Saunders M. Bridges, Jr.

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ATTORNEYS FOR THE DEFENDANTS